



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

REQUEST FOR QUALIFICATIONS FOR INSURANCE AGENT OF RECORD/BROKERAGE SERVICES

RFQ Issue Date: September 26, 2014

RFQ Submittal Deadline: October 24, 2014 2:00 PM EST

Library Contact: Miguel Ruiz, Accounting Contract Administrator
Indianapolis-Marion County Public Library
2450 N. Meridian St.
Indianapolis, IN 46208

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E-mail: mruiz@indypl.org

Web Site: <http://www.indypl.org>

I. BRIEF INTRODUCTION

The Indianapolis-Marion County Public Library (“IMCPL” or “Library”) is issuing this Request for Qualifications (“RFQ”) in an effort to receive statements of qualification and proposals (“SOQ”) from qualified firms to provide insurance agent of record and brokerage services for the IMCPL property and casualty insurance and related needs, all as more particularly described in **Attachment A** (“Services”), in accordance with the terms, conditions, and specifications contained in this RFQ.

IMCPL is a large metropolitan library system serving 800,000 citizens and operates as a Municipal Corporation within the City of Indianapolis and Marion County, Indiana. The Library System consists of a Central Library, a Library Services Center, an Outreach Service Section with two (2) bookmobiles and small SUV’s, and twenty-two (22) branches within Marion County, Indiana as listed in **Attachment E**. Additionally, IMCPL provides service for twenty-seven (27) schools and multiple organizations participating in its Shared Systems Partnership Program.

IMCPL intends to review the SOQs submitted by vendors with the goal of entering into an agreement for services (“Agreement”) with one or more Vendors. For purposes of this RFQ, the term “Vendor” shall refer to those submitting an SOQ and/or entering into an Agreement to provide the Services for the Library. This RFQ describes the Services to be performed and contains an overview of the general terms and conditions under which Services are to be provided. IMCPL will consider SOQ’s from Vendors for less than all of the Services identified in **Attachment A** if a vendor chooses to submit a SOQ for only the Property and Casualty insurance coverages identified in **Attachment A** or for only the Director and Officer and Employment Practices insurance coverages identified in **Attachment A**.

II. ATTACHMENTS

Attachment A - Required Scope of Services

Attachment B – Vendor Checklist

Attachment C – Proposal Form (with Non-Collusion Affidavit)

Attachment D – E-Verify Affidavit

Attachment E – Library Facility Inventory

III. QUESTIONS AND CLARIFICATIONS

Questions and clarification inquiries about this RFQ must be received by the Library by the date and time designated in the Schedule of Activities below. Direct all questions in writing to:

Miguel Ruiz, Accounting Contract Administrator
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208
mruiz@indypl.org

A complete listing of all Vendor questions along with the Library responses will be provided to each Vendor.

Site visits, if necessary, may be conducted at the dates and times designated in the Schedule of Activities below.

IV. SUBMISSION OF QUALIFICATIONS

A. Respondents must submit three (3) bound copies of their SOQ. For specific instructions, please refer to Section VII entitled Required Statement of Qualification Format.

B. The SOQ must be received no later than Submission Deadline designated in the Schedule of Activities. No late submissions will be accepted.

C. Library reserves the right to request additional information, have discussions with Vendors to clarify the SOQ, and conduct in-person interviews with Vendors.

D. DO NOT APPROACH INSURANCE MARKETS AT THIS TIME. Vendors are only required to provide information and responses based on your organization's knowledge and experience.

V. SCHEDULE OF ACTIVITIES

The following table outlines the schedule of major activities for the RFQ and Vendor selection processes. The Library reserves the right to modify and amend the schedule as necessary.

Activity	Date and Time
Issue the RFQ	September 26, 2014
Branch/Facility Visits (if needed during normal working hours) Check in with Manager upon arrival.	October 3, 2014 through October 9, 2014 at 10:00 AM EST
Cut-off Date for Questions	October 14, 2014 at 3:00 PM EST
Distribute Response to Vendor Questions	October 17, 2014
SOQ Submission Deadline	October 22, at 2:00 PM EST
Recommendation to Finance Committee	November 3, 2014
Recommendation to and Action by the Board	November 17, 2014
Issue Notification of Intent to Award Contract Letter	November 20, 2014

V. GENERAL TERMS AND CONDITIONS GOVERNING THE SERVICES

A. Vendor Qualifications – Vendors will be deemed non-responsible and rejected without any further evaluation if they do not meet the following qualifications:

- (1) Must be a licensed broker for the insurance coverage identified in **Attachment A** by the State of Indiana and have operated in Indiana continuously for at least ten (10) years, with a minimum of five (5) years in placement of public entity (local government) insurance;
- (2) Must be in the business of providing insurance services full-time;
- (3) Must have proven experience in writing public entity insurance;
- (4) Must have proven experience in writing insurance of similar size to this project;
- (5) Must have current public entity client list for the types of insurance coverages required by Library (**Attachment A**), including representation of at least one (1) public entity client in the State of Indiana for a minimum of five (5) years.
- (6) Must have and be able to identify a team comprised of key personnel, (staff and/or subcontractors), that will be assigned to this project that have a least five (5) years of experience in providing loss control, claim management services, certificate tracking, benchmarking data and analysis related to the public entity or library services industry and insurance brokerage experience.
- (7) Must carry Insurance Agent's Errors & Omissions coverage and evidence same by way of current Certificate of Insurance. (Minimum limit requirement of \$5 Million per claim and in the aggregate).
- (8) Must not have had any insurance license or certificate revoked in Indiana or any other state within the last ten (10) years.

B. Vendor Rights - All materials submitted in response to this RFQ shall be appended to any formal documentation, which would further define or expand the contractual relationship between Library and Vendor. Vendors are advised that material contained in a SOQ are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Vendors claiming a statutory exception to the Indiana Public Records act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Vendor must also specify which statutory exception provision applies. The Library reserves the right to make determinations of confidentiality. If Library does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Vendor. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the Library will remove the proposal from consideration for award and return the proposal to the Vendor. The Library will not determine prices to be confidential information.

C. Reservation of Rights – The issuance of the RFQ does not commit the Library to award an Agreement, to pay any costs incurred in the preparation of a SOQ, or to otherwise contract for the Services. The Library reserves the right to conduct discussions, either oral or

written, with the Vendors determined by the Library to be reasonably viable to being selected for award. The Library also reserves the right to award an Agreement for only part of the Services specified in this RFQ, to use additional Vendors, to negotiate different terms and conditions with any Vendor after opening all of the SOQs, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the Library to do so.

The Library will evaluate each SOQ based upon the effectiveness of the perceived performance as established in the evaluation criteria and as it relates to Library's specific requirements. The lowest proposed service fee in a SOQ shall not necessarily be selected. The Library specifically reserves the right to reject any or all SOQs or any part thereof; or to waive any defects or informalities in a SOQ when it is determined by the Library to be in the Library's best interest.

D. Late SOQs Not Considered - SOQs received after the stipulated SOQ Submission Deadline will not be considered.

E. Inconsistency or Error in the RFQ - Any Vendor believing that there is any ambiguity, inconsistency, or error in the RFQ shall promptly notify Library in writing of such apparent discrepancy. Failure to so notify Library by the SOQ Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.

F. Vendor Errors or Omissions - Library is not responsible for any Vendor's errors or omissions.

G. Addenda – The Library shall not be responsible for any oral instructions given by any employees or representatives of the Library in regard to the SOQ instructions, technical specifications, or SOQ documents as described in this RFQ. Any changes will be in the form of a written addendum, which will be furnished to all Vendors who are registered with the Library as having received the RFQ.

H. Vendor Incurred Costs - The Vendor shall be responsible for all costs incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the Library upon delivery and will not be returned after the SOQ Submission Deadline.

I. Modification or Withdrawal of SOQ - A SOQ may not be modified, withdrawn or cancelled by a Vendor for sixty (60) days following the SOQ Submission Deadline, and each Vendor so agrees in submitting its SOQ.

SOQs may be withdrawn, altered, and/or resubmitted at any time prior to the SOQ Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor or may be submitted by facsimile. If by facsimile, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the SOQ Submission Deadline. Withdrawn SOQs may be resubmitted up to the SOQ submission deadline, provided that they are then fully in conformance with these general terms and conditions.

J. Rejection of Solicitation Responses - The Library reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in the Library's best interest. Any Vendor objecting to the rejection of a SOQ, or portion thereof, shall lodge that protest, in writing, with Library no later than 5:00 PM local time of the fifth (5th) calendar day, following release of the Library's Notification of Award letter.

K. Warranties - Each Vendor submitting a SOQ in response to this RFQ warrants and guarantees that the Vendor is fully capable of performing every task set forth in the SOQ. No limitation or exception to this warranty provision will be acceptable to Library; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by the Library.

L. Exceptions - It is the intent of the Library to award the Agreement on a fair, competitive basis. For this reason, the Library may view the notation of any "Exception" in response to any material conditions or requirement of the RFQ as an attempt by the Vendor to vary the terms of the RFQ, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, the Library will, at its option, not allow exceptions to any material requirement if, in the opinion of the Library, the exceptions alter the overall intent of this RFQ, unless the exception would be of material benefit to the Library.

M. The Library's Right to Disqualify for Conflict of Interest – The Library reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the SOQ submitted or any other data available to the Library. The right of disqualification is at the sole discretion of the Library. Any Vendor submitting a SOQ herein waives any right to object at any future time, before any body or agency, including but not limited to, the Library, or any court, to the Library's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the Library.

N. Vendor Certification - By submission of a SOQ, each Vendor certifies that it Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of an Agreement to any employee, official or current contracting consultant of the Library.

O. Covenant Against Contingent Fees - Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the Library shall have the right to immediately terminate the Agreement without penalty or liability on its behalf or, in its discretion, to deduct from fees or payments due the Vendor the commission, percentage brokerage, or contingent fee.

P. Gratuities – The Library may immediately terminate the right of the Vendor to proceed under the Agreement without penalty or liability on its behalf, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor, or any agency or

representative of Vendor, to any officer or employee of the Library with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement.

Q. Affirmative Action in Employment – The Vendor may provide a certificate or statement regarding the status of the company as a Minority, Women, or Veteran Owned Business (“MBE/WBE/VBE”) as part of the SOQ package. The Library is committed to provide an equal opportunity for participation of MBE/WBE/VBE firms in all Library business.

It is the desire of the Library to achieve participation of MBE/WBE/VBE firms consistent with the City of Indianapolis’ utilization policy in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the criteria of MBE/WBE/VBE firms or similar requirements for out-of-state firms, shall provide a statement in the Proposal indicating the appropriate designation. A copy of a certification by the State of Indiana or the City of Indianapolis may be included in the SOQ. The Library extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for Library business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.

A successful Vendor in performing under an Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age, disability or veteran status, nor otherwise commit an unfair employment practice. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age disability or veteran status.

R. Protest of Award - Any person who has an objection to the awarding of an Agreement to any Vendor by the Library resulting from the RFQ, and who otherwise has standing to do so, shall lodge that protest, in writing, with Library no later than 5:00 PM local time of the fifth (5th) calendar day, following release of Library's Notification of Award letter. The Library retains the right to reject all protests not filed within this time or those found to be without merit.

S. News Releases - News releases pertaining to the award of the Agreement or the Services or any part of the subject shall not be made without prior approval of the Library.

VI. ADDITIONAL TERMS AND CONDITIONS GOVERNING AGREEMENT

In addition to the SOQ requirements of Section VI of this RFQ, which each Vendor shall agree to by the act of submitting its SOQ, any Vendor that may be selected to perform the Services and to enter into the Agreement with Library must agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its SOQ must clearly state the reason for any such non-compliance.

A. Agreement Period – The Agreement shall cover the period from the date of execution (anticipated by January 1, 2015) and extend for a period of three (3) years with an option to renew the Agreement for up to an additional two (2) year period, provided the parties agree on

such renewal prior to the expiration of the initial Agreement. Either party shall have the right to terminate the Agreement upon sixty (60) day notice prior to August 1 of any year (renewal date of insurance coverage).

B. Form of Agreement - The submission of a SOQ constitutes the agreement of any submitting Vendor that any contract to be drawn as a result of an award to the Vendor will be prepared by counsel for the Library and will be the controlling agreement. Vendors are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.

C. Compliance with Laws - Whether or not Vendor uses Subcontractors to perform any of the Services, Vendor and Subcontractors, if any, shall comply with, abide by and observe the all statutes, laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the Services or performance of the Services, or any lawful orders pertaining in any way to the Services to be provided to the Library ("Applicable Laws").

D. Audit of Contract Records - Vendor must keep all resulting contract records separate and make them available for audit by Library personnel or Indiana State Board of Accounts personnel upon request.

E. Standard/Licensure Requirements - The selected Vendor shall provide documentation to the Library evidencing all necessary licenses to practice its business prior to the awarding of the contract.

F. Out of State Vendors - It shall be a condition to the Agreement that any out-of-state Vendor or Subcontractor that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Indiana.

G. Prime Contractor Responsibility - Planned use of Subcontractors in connection with the Agreement should be clearly explained and described in the SOQ. The use of any Subcontractor in connection with the Services shall be subject to the approval of the Library, and any approved Subcontractor shall agree to be bound by and subject to all terms and conditions of the Agreement between the Library and the selected Vendor. The Vendor as prime contractor will be responsible, and must take responsibility, for the performance of all Services under the Agreement whether or not Subcontractors are used.

H. Independent Contractor - It is expressly understood and agreed that the selected Vendor shall be an independent contractor and not an employee of the Library. The Agreement will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in the Agreement. Nothing in the Agreement shall create any contractual or other relationship between the Library and any Subcontractor having a contract with Vendor, nor shall it create any obligation on the part of the Library to pay or to see to payment of any monies due to any Subcontractor from Vendor. Vendor represents and warrants that no persons supplied by it in the performance of the Agreement are employees of the Library

and further agrees that no rights of the Library's civil service, retirement or personnel rules accrue to such persons. The Vendor shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning all employees and personnel provided by Vendor in the performance of the Agreement and shall save and hold the Library harmless with respect thereto.

I. Vendor Required Insurance Coverage - Vendor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the Agreement:

(1) Errors and Omissions/Professional Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and general aggregate for all acts and omissions related to the responsibilities contained in the Agreement. If issued on a claims-made basis, the policy must remain in effect for the duration of the Agreement and two (2) years after the end of the Agreement term. An extension of three (3) additional years may be required at the discretion of the Library. For all professional contracts, liability policies may not be limited to the fees paid to the Vendor.

(2) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000).

(3) The insurance policy addressed in Subsections I. (1) above shall be endorsed to name the following as additional insured's:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, agents, contractors, licensees, and successors.

(4) All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the Library; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to the Library prior to cancellation, non-renewal or material modification.

(5) Vendor shall deliver to the Library, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library by the aforementioned time, or if any of such policies are canceled, the Library shall have the right to terminate the Agreement immediately and/or deny Vendor access to Library facilities.

(6) These insurance provisions are minimum requirements and shall not relieve Vendor of its contractual indemnity, defense and hold harmless obligations.

J. Investments - By submission of a proposal, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).

K. E-Verify - The Vendor must agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the service agreement. The Vendor must agree to require its subcontractors who may perform work under the services agreement to certify to Vendor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Vendor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The Library may terminate a resulting services agreement for default if the Vendor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the Library of such breach. As a condition to entering into a services agreement, the Vendor must execute the E-Verify Affidavit, which shall be an exhibit to the services agreement. Such affidavit shall be in the form attached to this RFP as **Attachment D**.

VII. REQUIRED STATEMENT OF QUALIFICATIONS FORMAT

A. General Requirements – IMCPL is seeking through this RFQ, qualified licensed insurance brokers that have experience in the public entity, preferably public library, insurance market. It is anticipated that the successful Vendor will provide insurance brokerage services including placement and marketing of property and casualty insurance program and other services described elsewhere in this document. Responses should contain information responsive to the RFQ and the items listed below. Vendors are expected to use their own initiative in formulating a response to this RFQ as well as, (if awarded), an eventual insurance program they feel will be most beneficial to IMCPL given the marketplace available.

B. Specific Proposal Format and Content – All SOQ responses must include the IMCPL Proposal Form along with any supporting documentation. The Proposal Form contains the Non-Collusion Affidavit and requires a signature from a corporate officer (See **Attachment C**). In order to facilitate comparison and review of the proposals, each Vendor should follow the format outlined below in submitting the SOQ:

- (1) Proposal Form and Non-Collusion Affidavit - Vendor shall provide the Proposal Form in **Attachment C**.
- (2) Introduction and cover letter
 - Vendor name, address, telephone, and fax
 - Contact person for the Vendor's response
 - Signature of contact person (this signature will serve as verification that the Vendor is a legal entity, the Vendor does not discriminate, that the contact person is authorized to act on the Vendor's behalf, and that the SOQ shall remain valid for at least sixty (60) days unless otherwise extended by the Vendor and IMCPL).

(3) Company Profile – This section shall include information relating to the business organization of the Vendor and any third party or Subcontractor which would be partnering with the Vendor on this project. The full name and address of each potential key team member should be provided, and indication given whether each operates as an individual, partnership, corporation, or other entity. This section should also provide the legal name and principal office address of the Vendor, a statement as to whether the Vendor is a sole proprietorship, corporation, partnership, limited liability company or other legal entity, and if a legal entity, its state of incorporation or organization.

(4) Minimum Vendor Qualifications – This section shall include information supportive or evidencing Vendor’s compliance with the minimum Vendor Qualifications set forth in Section V.A. of the RFQ.

(5) Company Experience – This section may be combined with section (4) above or provided separately and shall expand on Vendor qualifications and experience to provide the requested Services. Include a brief history of the company and its operations, including the number of years the company has been regularly engaged in providing the types of Services sought by IMCPL. Include resumes for the agent of record and key personnel, (staff and/or subcontractors), that would be assigned to this project that have a least five (5) years of experience in providing loss control, claim management services, certificate tracking, benchmarking data and analysis related to the public entity or library services industry and insurance brokerage experience. Provide any additional information deemed pertinent to Vendor’s qualifications and experience in providing services similar to those requested by IMCPL.

(6) Company References – Include references for four (4) customers of comparable size or complexity to IMCPL. Preference will be given to experience with public entities/libraries. The reference should include the point of contact and one supervisory level above the point of contact. Feel free to provide example of successful insurance placement. One (1) of the four (4) references should be a past client that is no longer using the Vendor.

(7) Audited Financials - Provide audited financial statements covering the past three (3) years, indicating adequate reserves and credit worthiness.

(8) Pricing Proposal – Vendor should describe whether your firm proposes Service as described in the RFQ to be performed in exchange for a fee, commissions, or a combination of revenue streams. **DO NOT APPROACH THE INSURANCE MARKET.** At this time, we are only seeking a response based on your organization’s knowledge and experience.

A. Disclosure of Income. Describe the transparency policies and procedures your company has in place to ensure disclosure of ALL income, (direct, indirect, contingent, affiliated company, etc.) received by your company and/or affiliates in connection with the placement of IMCPL insurance program requirements sought by IMCPL.

B. Fee Income. If a “fee for service” compensation is to be included in whole or in part, please describe the following: (a) an annual “set” consulting or brokerage fee for all services rendered; (b) a detailed breakdown of all services included in the “set” fee; and (c)

the methodology used in determining the fee. Vendors should also include a detailed summary of any additional services including the price for all such services, (if any), rendered that would be considered outside of the fee proposal.

C. Commission Income. If commission compensation is to be included in whole or in part, describe the total package of services incorporated into any and all commission rates where applicable, (i.e. consulting, loss control, claims administration, etc.) Please provide a detailed summary of any additional services including the price for all such services rendered that would be considered outside of the commission rate.

(9) Vendors may include any other information that they feel may aid their SOQ proposals.

VIII. EVALUATION CRITERIA

IMCPL will evaluate the SOQs based on the criteria listed below. IMCPL reserves the right to select the vendor that will best meet the needs of IMCPL based on a combination of the following criteria:

- A. Prior performance history of the Vendor, demonstrated expertise, and ability to perform in all areas of the requested Services, including adequacy and technical depth of personnel assigned to the account.
- B. Experience serving as an insurance agent of record for similar size local government entities, most notably libraries.
- C. Adequacy of the response to the general and specific requirements of the RFQ.
- D. Vendor's ability to communicate effectively, and the creativity demonstrated by Vendor in the proposal and presentation process.
- E. Any other criteria deemed relevant by IMCPL.

IX. AWARD

The successful Vendor must be ready to provide the Services to IMCPL to place the Property and Casualty insurance coverages expiring on August 1 of 2015 and every year thereafter for the term of the Agreement, and/or to place the Officers and Director's Entity/Liability and Employment Practices Liability insurance coverages starting January 1, 2016 and each year thereafter for the term of the Agreement.

ATTACHMENT A SCOPE OF SERVICES

IMCPL is seeking through the RFQ qualified licensed insurance brokers that have extensive experience in the public entity insurance market. The Services sought from the broker include the following:

- Place the property and casualty insurance coverages and the directors and officers and employment practices insurance coverages listed below with insurance companies possessing a Best Rating of A+ or better:

Commercial Property
Inland Marine
Commercial Automobile
Boiler & Machinery
General Liability
Crime
Worker's Compensation and Employer Liability
Volunteer Coverage
Umbrella
Public Official Bond

Business income protection

Directors and Officers Entity/ Liability – effective January 1, 2016
Employment Practices Liability – effective January 1, 2016

- Assist in providing IMCPL with proper insurance values for all personal and real property currently owned by IMCPL as well as any additional property acquired during the term of an Agreement.
- Insure the proper procurement of such other insurance coverage, as may be required by IMCPL, during the term of an Agreement and subject to IMCPL's review and approval of the premiums for the same.
- Consult on a wide variety of insurance and risk management-related issues as needed; assist in risk exposure evaluation as well as development and evaluation of traditional and alternative risk financing mechanisms that are beneficial to IMCPL.
- Identify programs, products and insurers capable of meeting IMCPL's insurance needs and prepare competitive bid specifications for markets capable of quoting insurance policy renewals.
- Provide renewal and unbiased alternate insurance proposals no later than sixty (60) days prior to expiration of current insurance policies.

- Prepare insurance coverage specifications prior to expiration of the current policies, which specifications shall indicate the markets being examined as well as coverage and deductible/retention options being considered. A minimum of three (3) competitive quotes from reputable insurance carriers must be obtained for each type of risk.
- Provide benchmarking data comparing IMCPL's program limits and rates with peer organizations, specifically other libraries.
- Prepare an evaluation of the results of each competitive solicitation, with a comprehensive financial analysis and recommendations as to coverage terms and conditions, exclusions, cost, and A.M. Best ratings for selection of an insurer for each type of risk.
- Negotiate with insurers for improvements to coverage and pricing.
- Verify the accuracy and adequacy of insurance policies, endorsements, coverage and premiums, noting in writing any variations from the previous year, or variations with specifications negotiated with underwriters.
- Evaluate existing insurance contracts and claims history and make recommendations concerning changes, modifications, and/or additions in the terms, conditions and coverage limits thereof.
- Prepare certificates and endorsements as requested by IMCPL within one business day of receipt of such request.
- Provide evaluation, training, and education relative to loss control, safety, claims management and related topics.
- Report all ratings downgrades from any of IMCPL's underwriters within five (5) business days.
- Be able to review lease agreements, vendor agreements, contractor agreements and consulting services contracts, for such items as insurance requirements and other risk provisions, i.e. indemnity agreements, etc. Advise IMCPL of any suggested revisions, potential uninsured exposures, and risk transfer recommendations. Assist in formulating standardization or guidelines and procedures for the management of insurance requirements and protective language in contracts.
- Provide a main contact person (with backup) that will serve as the point of contact for the reporting of accidents and incidents as they occur. This individual(s) will be responsible for communicating with a representative from IMCPL on all accidents/incidents reported during the term of this contract.
- Perform any other services customarily expected of a broker and as requested by IMCPL.

ATTACHMENT B

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY REQUEST FOR
QUALIFICATIONS FOR INSURANCE AGENT OF RECORD
CHECKLIST**

Vendor must provide three (3) copies of each of the following items:

- _____ 1. Proposal Checklist (Attachment B)
- _____ 2. IMCPL Proposal Form (Attachment C) and Non-Collusion Affidavit
- _____ 3. Vendor Proposal including all vendor statement of qualification requirements set forth in Article VII including supporting documentation, and any stated exceptions to the General Terms and Conditions Governing the Services in Article V or the Additional Terms and Conditions Governing Agreement in Article V.

VENDOR COMPANY

VENDOR REPRESENTATIVE

DATE

VENDOR REPRESENTATIVE TITLE

ATTACHMENT C

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
QUALIFICATION FORM**

TO: INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
2450 N. Meridian Street
Indianapolis, IN 46208

PROJECT: Request for Qualifications
INSURANCE AGENT OF RECORD

VENDOR: _____

Address: _____

City/State: _____

Telephone Number: _____ FAX _____

Agent of Vendor (if applicable): _____

Email address: _____

VENDOR ACKNOWLEDGEMENT:

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Qualifications (RFQ) dated _____, 2014. I have also received and reviewed the responses to the RFQ questions dated _____, 2014, and have included their provisions in my Proposal.

NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that Vendor has not, nor has any other member, representative, employee or agent of the Vendor, entered into any combination, collusion or agreement with any person relative to the Service fees to be proposed by anyone at such letting, to prevent any person from submitting a proposal, or to induce anyone to refrain from submitting a proposal.

The undersigned further deposes and states that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

The undersigned further deposes and states that no person, firm or entity has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such proposal.

(Vendor): _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____ 2014.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

ATTACHMENT D

E-VERIFY AFFIDAVIT

Pursuant to Indiana Code 22-5-1.7-11, the contractor entering into a contract with the Indianapolis Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify program no longer exists.

The undersigned, on behalf of the contractor, being first duly sworn, deposes and states that the contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis-Marion County Public Library, the undersigned contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

ATTACHMENT E

LIBRARY FACILITY INVENTORY

Facility/Branch Name	Address	Zip Code
1. Library Services Center	2450 North Meridian	46206
2. Central Library	40 East St. Clair	46206
3. Brightwood Branch	2435 North Sherman Drive	46218
4. College Avenue Branch	4180 College Avenue	46205
5. Decatur Branch	5301 Kentucky Avenue	46221
6. Eagle Branch	3325 Lowry Road	46222
7. East Washington Branch	2822 East Washington Street	46219
8. East 38th Street Branch	5420 E. 38th Street	46218
9. Flanner House Branch	2424 Martin Luther King Street	46208
10. Fountain Square Branch	1066 Virginia Avenue	46203
11. Franklin Branch	5550 S. Franklin Road	46219
12. Garfield Park Branch	2502 Shelby Street	46203
13. Glendale Branch	6101 N. Keystone Avenue	46220
14. Infozone Branch	3000 North Meridian	46208
15. Haughville Branch	2121 West Michigan Street	46222
16. Irvington	5625 East Washington Street	46250
17. Lawrence Branch	7898 Hague Road	46256
18. Nora Branch	8625 Guilford Avenue	46260
19. Pike Branch	6525 Zionsville Road	46268
20. Southport Branch	2630 East Stop 11 Road	46227
21. Spades Park	1801 Nowland Avenue	46201
22. Warren Branch	9701 East 21st Street	46229
23. Wayne Branch	198 South Girls School Road	46231
24. West Indianapolis Branch	1216 Kappes Street	46221

